

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

ASURION, LLC

Defendant.

Civil Action No.
3:17-CV-336-CWR-FKB

CONSENT DECREE

I. INTRODUCTION

The United States Equal Employment Opportunity Commission ("EEOC" or "Commission") filed this action on May 4, 2017 against Asurion, LLC ("Asurion" or "Defendant"), to remedy alleged unlawful discrimination in violation of the American with Disabilities Act of 1990, as amended by the Amendments to the Americans with Disabilities Act ("ADA"). In its Complaint, the Commission alleged that Defendant failed to hire Lakisha Person ("Ms. Person") for a Customer Care Representative ("CCR") position at a call center located in Meridian, Mississippi that was owned and operated by Asurion in 2015 because of her disability, in violation of the ADA. Defendant denies these allegations and denies that it discriminated against Ms. Person.

II. GENERAL PROVISIONS

It is ORDERED, ADJUDGED AND DECREED:

- I. This Court has jurisdiction over the parties and the subject matter of this action.

2. This Consent Decree is entered into by the Commission and Asurion. This Consent Decree, and its terms, shall be final and binding on the EEOC and Asurion, including its successors and assigns.
3. This Consent Decree shall resolve all claims that were raised by the EEOC in its Complaint in Civil Action No. 3:17-cv-336-CWR-FKB and the underlying Charge of Discrimination submitted by Lakisha Person, Charge No. 846-2015-31745. This Consent Decree does not affect any other administrative charges that may be pending with the EEOC or any other cases pending in this or any other court. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as an admission by Asurion of a violation of the ADA or any admission of discrimination. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any party is found to be in contempt of this Consent Decree.
4. This Consent Decree shall be filed in the United States District Court for the Southern District of Mississippi, Northern Division, and shall be in effect, and continue to be in effect, for a period of two (2) years from the date of entry of this Consent Decree by the Court.
5. Any modification of this Consent Decree by any party shall be made by motion to the Court.
6. The Court shall retain jurisdiction over this case in order to enforce the terms of the Consent Decree.
7. Defendant does not currently own or operate a call center or otherwise maintain any brick-and-mortar facility or location ("physical presence") in the State of Mississippi; therefore, this Consent Decree shall apply to any Asurion owned and operated call center located in the state of Mississippi to the extent that Defendant resumes a physical presence in the state of

Mississippi during the term of this consent decree and to employees who exercise authority over the hiring for Customer Care Representative positions at any call center located in the State of Mississippi, including any Recruiting Coordinators or Associate Recruiters who may interview applicants for the Customer Care Representative position in the State of Mississippi.

8. The parties shall comply fully with all provisions of this Consent Decree. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit or expand the obligations of Defendant under the ADA or the EEOC's authority to process or litigate any charge of discrimination that may be pending or filed against Defendant in the future.

III. NON-DISCRIMINATION

9. Defendant shall not discriminate against an employee or applicant in violation of the Americans with Disabilities Act with respect to hiring.

IV. NON-RETALIATION

10. Defendant will not retaliate against any person in violation of the Americans with Disabilities Act because that person:

- (a) opposed any practice made unlawful under the ADA;
- (b) contacted, or filed a charge of discrimination with, the Commission or a state agency in relation to the ADA;
- (c) testified, assisted or participated in any manner in any inquiry, investigation, proceeding, or hearing concerning an alleged violation of the ADA;
- (d) participated in any manner in this action or in the EEOC investigation giving rise to this action;
- (e) asserted any rights under the ADA.

V. CHARGING PARTY'S RELIEF

11. Asurion shall pay to Lakisha Person the gross amount of \$50,000 by check made payable to Lakisha Person. Thirty-Five Thousand Dollars (\$35,000) shall compensate Ms.

Person for alleged back pay and is therefore subject to the same tax withholdings required for wages paid in the ordinary course of business. Fifteen Thousand Dollars (\$15,000) shall compensate Ms. Person for alleged compensatory damages. The payment shall be made no later than twenty-one (21) days after this Consent Decree is entered by the Court and after Defendant has received a W-9 that has been executed by Ms. Person. The check shall be mailed to Ms. Person, by certified mail, at 6441 Chickasaw Street, Marion, Mississippi, 39342. Asurion will also mail a copy of the check to the Regional Attorney, Birmingham District Office, 1130 22nd Street South, Birmingham, Alabama 35205. Asurion shall provide Ms. Person appropriate tax reporting forms by the legally required date.

VI. POLICIES AND PROCEDURES

12. Within ninety (90) calendar days after this Consent Decree is approved by the Court, Defendant will review its policies and procedures, which are distributed or otherwise made available to all employees, to ensure that its policies comport with the current requirements of the ADA. If Defendant determines that any revisions or updates to such policies should be made, Defendant will make any such revision or update. If not already contained in Defendant's policies and procedures, the policies and procedures shall contain the following:

- (A) a requirement that all employees are trained on the ADA;
- (B) a provision for disciplinary action, up to and including termination, for any employee who violates the company's policies and procedures, including the ADA;
- (C) a complaint procedure; and
- (D) an assurance of non-retaliation for any employee who reports alleged discrimination and/or an alleged violation of the ADA.

13. Defendant will timely investigate and document, as it deems appropriate, complaints of discrimination and retaliation under the ADA.

VII. TRAINING

14. During the term of this consent decree, if Asurion resumes a physical presence in the State of Mississippi, it shall comply with the provisions contained in this section.

15. Within thirty (30) days after resuming any physical presence in the State of Mississippi, all Recruiting Coordinators, Associate Recruiters, or on-site Supervisors who interview or otherwise hire applicants for the CCR position in the state of Mississippi shall complete a one-hour training on employment discrimination laws, including the ADA. The training may be conducted in two 30-minute increments, one of which may be presented through a live webinar or other online resource used by Asurion to conduct trainings. The training shall cover all aspects of the ADA including, but not limited to, the legal requirements of the ADA, prohibition against discrimination and retaliation of any kind, and Asurion's internal ADA policy and procedures. The training shall include time for questions and answers.

16. Asurion shall retain a registry of attendance for each training for the duration of this Consent Decree.

17. The training shall be repeated (with modifications to ensure its continued compliance with the law) on an annual basis during the term of this Consent Decree.

18. The training may be videotaped for use to train absent employees and shall also include practical examples aimed at the prevention of discrimination.

19. Training shall be provided to all new or rehired Recruiting Coordinators, Associate Recruiters, or On-Site Supervisors who participate in the hiring process within thirty (30) days of their initial employment or rehire.

20. Each annual training for the duration of the consent decree shall contain an outline. The outline, including all training materials (pamphlets, brochures, PowerPoint slides, agendas,

videos, etc.), shall be delivered to the EEOC Birmingham District Office, to the attention of the Regional Attorney at 1130 22nd Street South, Suite 2000, Birmingham, Alabama, 35205 at least one week in advance of the training. Acceptance or review of these materials by the Commission shall not constitute approval of the materials, but may be retained for compliance purposes.

21. Asurion may add to this training depending on its needs.

22. Asurion shall provide the EEOC at least fifteen (15) days advance notice of the date, time, location, and substance of the initial training and shall permit any representative of the Commission to attend and observe the planned initial training upon the Commission giving seven days' notice to Asurion of its intent to send a representative to the initial training.

VIII. POSTING OF NOTICE

23. Asurion shall post and cause to remain posted the posters required to be displayed in the workplace by Commission Regulations at any call center located in Mississippi to the extent it resumes a physical presence in the State of Mississippi, and on its internal website, during the term of this decree.

24. Within ten (10) calendar days after resuming a physical presence in the State of Mississippi, Asurion shall post, and cause to remain posted for the duration of this Consent Decree, 8½-inch-by-11-inch sized copies of the notice attached to this Consent Decree as Exhibit A on all bulletin boards usually used by Defendant at all Asurion call centers in Mississippi for announcements, notices of employment policy, or practice changes to employees, during the term of this Consent Decree and on any Asurion website wherein job vacancies are posted or through which Asurion accepts applications for employment in the CCR position for call centers in the State of Mississippi.

IX. REPORTING

25. On an annual basis for the duration of the Consent Decree, Defendant shall provide the Birmingham District Office Regional Attorney a report on the training conducted pursuant to Section VII of this Consent Decree.

26. Within thirty (30) days after completing the review required by Section VI of this Decree, Asurion shall report to the EEOC that the review has been completed and to the extent that Asurion determines that revisions or updates are necessary, Asurion shall describe the steps it has taken to revise and update its policies.

27. During the term of this consent decree, Defendant shall inform the Commission, by written notice to Regional Attorney, Birmingham District Office of the Equal Employment Opportunity Commission, 1130 22nd Street, South, Suite 2000, Birmingham, AL 35205, within thirty (30) days of its resumption of any physical presence in the State of Mississippi.

X. DISPUTE RESOLUTION

28. In the event that the Commission believes during the term of this Consent Decree that Asurion has failed to comply with any provision(s) of the Consent Decree, the Commission shall notify Asurion and its counsel of the alleged non-compliance and shall provide Asurion thirty (30) calendar days thereafter to remedy the alleged non-compliance or to satisfy the Commission that the alleged non-compliance is not well founded. If Asurion has not remedied the alleged non-compliance or satisfied the Commission that it has complied within thirty (30) calendar days, the Commission may apply to the Court for appropriate relief.

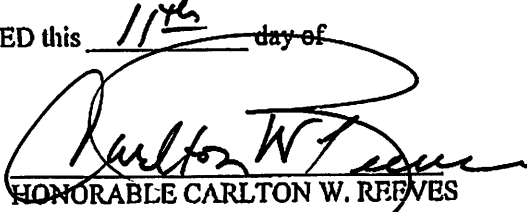
XI. COSTS AND ATTORNEY FEES

29. The parties shall bear their own attorneys' fees and costs incurred in this action up to the date of the entry of this Consent Decree.

XII. FORCE AND EFFECT

30. The duration of this Consent Decree shall be two (2) years from its entry.
31. The Court shall retain jurisdiction for the duration of the Consent Decree, during which time the Commission may petition this Court for compliance with this Consent Decree. Should the Court determine that Defendant has not complied with this Consent Decree, appropriate relief, including extension of the Consent Decree for such period as may be necessary to remedy its non-compliance, may be ordered.
32. Absent extension, this Consent Decree shall expire by its own terms at the end of two (2) years from the date of entry of this Consent Decree without further action by the Parties.
33. The Parties agree to the entry of this Consent Decree subject to final approval by the Court.

SO ORDERED, ADJUDGED, and DECREED this 11th day of
March, 2019.


HONORABLE CARLTON W. REEVES
U.S. DISTRICT COURT JUDGE

BY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By:


Marsha Rucker
Regional Attorney

Date:

3/7/19

ASURION, LLC

By:


Asurion Representative

Date:

2/20/2019


JAMES L. LEE
Deputy General Counsel

Approved as to Form:


NAKIMULI O. DAVIS-PRIMER (MB No. 103320)

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OPPORTUNITY COMMISSION
Birmingham District Office
1130 22nd Street South, Suite 2000
Birmingham, AL 35205-2886
Telephone: (205) 212-2045

Attorneys for Plaintiff EEOC

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
131 M. Street NE
Washington, D.C. 20507

APPENDIX A
NOTICE

It is the policy of Asurion, LLC, to offer employment opportunities to all qualified employees and applicants, regardless of race, age, sex, color, religion, national origin, or disability. There will be no discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as Amended; the Age Discrimination in Employment Act (ADEA) of 1967; the Equal Pay Act (EPA) of 1963; Title I of the Americans with Disabilities Act Amendments Act of 2008 (ADA); or the Genetic Information Nondiscrimination Act of 2008 (GINA).

We wish to emphasize that it is Asurion, LLC's policy to provide equal opportunity in all areas of employment practices. All employees shall feel free to exercise their rights under this policy.

Asurion, LLC will not retaliate against any employee because he or she has opposed any practice made an unlawful practice under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA) of 1967; the Equal Pay Act (EPA) of 1963; Title I of the Americans with Disabilities Act Amendments Act of 2008 (ADA); and the Genetic Information Nondiscrimination Act of 2008 (GINA); or has filed charges, testified, assisted or participated in any manner in any Civil Rights Act investigation, proceeding, hearing or lawsuit.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace, including unequal wages. Any report of such an allegation will be thoroughly investigated, with appropriate sanctions taken against any person(s) found to have engaged in inappropriate conduct.

An employee who believes his or her rights have been violated may also contact the U. S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. Please be aware that there are strict time periods for filing such charges. Pursuing internal remedies provided by Asurion, LLC does not extend the time which you may have to file charges with the EEOC.

The address and telephone number of the nearest office of the Equal Employment Opportunity Commission is:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Jackson Area Office
Dr. A.H. McCoy Federal Building
100 West Capitol Street, Suite 338
Jackson, MS 39269
Telephone: (601) 948-8412

DO NOT REMOVE THIS NOTICE FOR THE DURATION OF THE
CONSENT DECREE!